under the circumstances, have done for himself. *Warnack* v. *State,* 129 Ga. 589, 60 S. E. 288; *Parnell* v. *State,* 51 Tex. Crim. 620, 98 S. W. 269.

If a brother at fault has retreated, or is excused from retreat by impossibility or drunkenness, then accused may exercise right of self-defense in behalf of his brother. *State* v. *Greer,* 22 W. Va. 800.

MUNICIPAL CORPORATIONS—INDEBTEDNESS—CONSTITUTIONAL LIMITATIONS.—By a constitutional provision indebtedness by municipal corporations in any year, in excess of the income and revenue for such year, was prohibited, except with the assent of two-thirds of the voters; and such indebtedness was limited to a certain percentage of the total value of taxable property at the assessment next before the last, previous to the incurring of the indebtedness. Under this provision, a bond issue was voted August 5, 1912, before the assessment for 1911 was completed. The assessment for 1911 was completed September 1, 1912. Bonds were issued October 2, 1912, after the assessment for 1911 was completed. Assessments for 1909 and 1910 were complete. The assessment for 1910 warranted the issuance of bonds, but the assessment for 1909 did not, as the assessed value at that time was insufficient. The State Auditor having refused to register the bonds, a proceeding by mandamus was instituted to compel the registration of the bonds. *Held,* the assessment of 1911, which was incomplete at the time the bonds were voted, could not be considered; but the assessment for 1909 should have been the basis of computation, and hence the bond issue, being in excess of the legal limit as shown by the assessment of 1909, is void. *State ex rel. City of Dexter* v. *Gordon* (Mo.), 158 S. W. 683. See NOTES, p. 74.

PARTNERSHIP REALTY—CONVERSION.—On a bill filed for the dissolution and administration of assets of a partnership at will, formed for the purpose of buying and selling real estate, it was, *held,* the partnership is terminable at any time by notice given by either partner, and the filing of a bill for dissolution is such notice; and upon dissolution, the partnership realty is to be considered as personalty as to the partnership, partners, and creditors of the firm, but for all other purposes it is realty. *Fooks* v. *Williams* (Md.), 87 Atl. 692. See NOTES, p. 68.

PENDENTE LITE PURCHASER—EFFECT OF COMPROMISE.—Plaintiff sued out an attachment against the property of S, and filed a statutory notice of *lis pendens.* The claim asserted in the proceeding was compromised by S's agreeing to convey the attached property to plaintiff. No judgment was entered, other than an entry of the court's approval of the compromise. Pending this action, and before the compromise, S conveyed the property to M, for value and without actual notice of the attachment. In a suit by plaintiff against M to remove M's claim as a cloud from his title, *held,* the *pendente lite* purchaser took subject only to the right of the plaintiff to a sale of the property under a judgment entered in the attachment proceedings, and within the issues made; and therefore unaffected by the compromise agreement. *Glattli* v. *Bradford* (Miss.), 62 So. 643.

A conveyance *pendente lite* is not void, but only subservient to the rights of the parties as asserted in the suit at time of the sale. *Stone* v. *Connelly,* 1 Metc. (Ky.) 652, 71 Am. Dec. 499. A *lis pendens* affects a purchaser with notice of all facts apparent on the record, and such other facts as to which the record would necessarily put him upon inquiry. *James* v. *McNarrin,* 68 Me. 334, 28 Am. Rep. 66; *Newman* v. *Chapman,* 2 Rand. 93, 14 Am. Dec. 765. It is not notice of facts afterwards brought into the suit, nor of facts not in issue, nor of any proceeding other than the pending suit. *Stout* v. *Philippi Manufacturing & Mercantile Co.,* 41 W. Va. 339, 23 S. E. 571, 56 Am. St. Rep. 843; *St. John* v. *Strauss,* 60 Kan. 136, 55 Pac. 845; *Kickbusch* v. *Corwith,* 108 Wis. 634, 85 N. W. 148.

A *lis pendens* is only effective, however, when the litigation to which it refers results in a final judgment affecting the property described therein, and within the issues made. *Bristow* v. *Thackston.* 187 Mo. 322, 86 S. W. 94, 106 Am. St. Rep. 472. If the suit is dismissed, the rights of the *pendente lite* purchaser remain the same as if there had never been a *lis pendens,* since a dismissal for any purpose is a dismissal for all purposes. *Tootle* v. *Cahn,* 52 Kan. 73, 34 Pac. 401; *Allison* v. *Drake,* 145 Ill. 500, 32 N. E. 537; *Karr* v. *Burns,* 1 Kan. App. 232, 40 Pac. 1087.

PUBLIC TELEPHONE STATIONS—DANGEROUS PREMISES—LIABILITY OF TELEPHONE COMPANY.—A telephone company installed a public pay station in a store. It agreed with the proprietor to keep the instrument in good repair and furnish telephone service at rates fixed by the company, the tolls to be collected by storekeeper, who agreed to pay the company a percentage of all tolls charged by it for messages from the station. A "Blue Bell" sign, furnished by the company, was conspicuously displayed on the front of the premises, announcing that a public telephone station was maintained there. Plaintiff, observing the sign, entered the store, used the telephone, and while walking to the cashier's desk to pay the toll, stepped through a trap door, negligently left open by a servant of the storekeeper, and was injured. In an action against both the storekeeper and the telephone company, *held,* the former is liable and the latter is not. *Sullivan* v. *N. Y. Telephone Co.,* 142 N. Y. Supp. 735 (App. Div.).

The ground upon which the court bases its decision is, that under the contract the storekeeper was the bailee for hire of the telephone, and the telephone company had neither possession nor control of the premises.

The court fails to advert to the effect of the company's sign as inviting the uninformed public to contract directly with the telephone company. It is settled that the owner or occupier of premises who invites the public to come upon them, is bound to keep the premises reasonably safe. *Richmond & Manchester Ry. Co.* v. *Moore,* 94 Va. 493, 27 S. E. 70, 37 L. R. A. 258; *Thompson* v. *Street Ry. Co.,* 170 Mass. 577, 49 N. E. 913, 40 L. R. A. 345, 64 Am. St. Rep. 323. Ownership is not the sole test of liability. *McIntyre* v. *Pfaudler Co.,* 133 Mich. 552, 95 N. W. 527. Thus, where the invitor did not have control of the operation of